

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION:

Case XXXIX
No. 24657 MP-987
Decision No. 17076-A

Case XL
No. 24690 MP-990
Decision No. 17084-B

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Wisconsin Statutes; and Complaint of prohibited practices having been filed with the Commission in Case XL above by La Crosse Non-supervisory Policeman's Association and Officer Thomas Pretasky on June 4, 1979 wherein they alleged that the City of La Crosse and Ray G. Lichtie, Chief of Police of the City of La Crosse, had committed certain prohibited practices within the meaning of MERA; and the Commission having appointed James D. Lynch, a member of the Commission's staff to act as Examiner and to make and issue Findings of Fact, Conclusions of Law and Order as noted above; and the Commission on June 27, 1979, having substituted the undersigned as Examiner in Case XL above because of the unavailability of James D. Lynch; and that on July 6, 1979 La Crosse Nonsupervisory Policeman's Association and Officer Thomas Pretasky having filed an amended Complaint of prohibited practices with the Commission in Case XL above wherein the La Crosse Police and Fire Commission was also named as a Respondent in the matter; and hearing having been held at La Crosse, Wisconsin on July 9, 1979, before the Examiner at which time the undersigned consolidated both the above complaint cases for purposes of hearing pursuant to agreement of the parties; and hearing in the above entitled matters having been completed on August 27, 1979 in La Crosse, Wisconsin; and the parties having completed their briefing schedule on April 23, 1981 and the Examiner having considered the evidence and arguments and being fully advised in the premises makes and files the following Findings of Fact, Conclusions of Law and Order.

FINDINGS OF FACT

1. That La Crosse Nonsupervisory Policeman's Association, hereinafter referred to as the Association, is a labor organization and the exclusive collective bargaining representative of all non-supervisory police officers employed by the City of La Crosse Police Department and that Warren Zielke is President of the Association.
2. That Officer Thomas Pretasky, hereinafter referred to as Officer Pretasky, is a patrolman in the City of La Crosse Police Department in the bargaining unit noted above and that Officer Pretasky is a member of the Association.
3. That the City of La Crosse, Wisconsin, hereinafter referred to as the City, is a Municipal Employer having its principal offices at City Hall, 505 North 6th Street, La Crosse, Wisconsin.
4. That, among other municipal services, the City maintains and operates a Police Department; that Ray G. Lichtie, hereinafter referred to as Chief Lichtie, is employed by the City as Chief of Police and that Chief Lichtie in said capacity acts as an agent of the City and is a Municipal Employer.
5. That the City of La Crosse Police and Fire Commission, hereinafter referred to as the PFC, is created pursuant to Section 62.13 Wis. Stats.
6. That Officer Donald Sutton, hereinafter referred to as Officer Sutton, is a patrolman in the City of La Crosse Police Department; that at the time of the instant dispute, Officer Sutton was a patrolman for less than one year and a probationary employee; that Officer Sutton is a member of the bargaining unit noted above and that Officer Sutton is not a member of the Association.
7. That, at all times material herein, the Association and the City were signators to a collective bargaining agreement which provided in Article XVI entitled "Management Rights" that "Seniority shall prevail except in cases of emergency in the selection of shift assignments."

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8. That, at all times pertinent hereto, there have been three established shifts in the Police Department, first, second and third; that the shifts have all been selected by the officers on the basis of seniority; that generally the most junior officers work the "least desirable shift," the third shift, while the most senior officers work the first shift and that even special shifts or assignments have been submitted by way of postings to the officers for bid on the basis of seniority.

9. That on or about May 14, 1979 Chief Lichtie gave newly employed Officers Donald Sutton and Michael Brohmer a special assignment with respect to investigation of gambling activities in the City of La Crosse; that Chief Lichtie, due to the sensitive nature of the assignment, concealed the nature of the assignment from the members of the collective bargaining unit; gave no notice with respect to the above officers "temporary" assignment and made the above special assignment without posting same and without regard to either the substance or the procedural considerations of seniority noted in Findings of Fact Numbers 7 and 8 above; that rather than being assigned to the third shift from 11:00 p.m. to 7:00 a.m. as rookie officers with minimal seniority, Officers Sutton and Brohmer worked hours anywhere between 8:00 a.m. and 2:00 a.m. of each day (which included first and second shift hours) and that Officers Sutton and Brohmer were at all times material herein engaged in the above-mentioned special gambling assignment.

10. That officers other than Officers Sutton and Brohmer observed said two officers work other than third shift hours; that such observations generated concern about possible violations of the seniority provisions regarding shift assignments in the collective bargaining agreement and that in particular Officer Thomas Pretasky developed a concern about whether the above two officers were working contrary to the provisions of the collective bargaining agreement.

11. That on May 18, 1979, a conversation took place between Officer Pretasky and Officer Sutton; that the conversation occurred by accident resulting from a chance meeting of Officer Pretasky who was in the Police Department locker room to use the restroom and Officer Sutton who was putting his uniform on for airport duty at the La Crosse airport; that Officer Pretasky asked Officer Sutton what shift he and Officer Brohmer were working on; that Officer Sutton stated that he was working a special assignment and he could not talk about it; that Officer Pretasky then told Officer Sutton that he was working in violation of the contract and that a lot of guys were "irate" with him because they felt he was pulling rank on them by working daytime hours; that Officer Pretasky indicated to Officer Sutton that if he and Officer Brohmer continued to work in violation of the contract they might not be accepted into the Association; that Officer Pretasky added "If you do get nominated into the Association and you ever have any problems where you need financial backing or legal help, some of the guys . . . might hold this against you and not vote to pay your bills or to back you in any way"; that Officer Pretasky concluded his statement by indicating to Officer Sutton that it was not a personal bitch but he just wanted "to inform you what's going on and how some of the guys in the Association feel about this."

12. That Officer Pretasky was not an officer or representative of the Association at the time of the conversation; that Officer Pretasky was not requested by anyone on behalf of the Association to confront Officer Sutton about the matter; that Officer Pretasky did not disclose his intent to discuss the matter with Officer Sutton to anyone and that Officer Pretasky was not regarded as a union representative by Officer Sutton at the time of the conversation.

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13. That the above-mentioned conversation between Officer Pretasky and Officer Sutton lasted three to five minutes; that Officer Pretasky did not raise his voice to Officer Sutton; that Officer Pretasky did not physically threaten Officer Sutton; that Officer Sutton was not "intimidated" by his conversation with Officer Pretasky; that, however, Officer Sutton told Officer Pretasky during the aforesaid conversation that he "was between a rock and a hard spot" and that Officer Sutton was "upset" and felt a great deal of "concern" over the alleged contract violation and his conversation with Officer Pretasky.

14. That as a result of the above conversation, Officer Sutton, immediately following completion of his airport duty, approached his shift commander Sergeant Reber concerning the possible contract violations; that next on or about May 19, 1979 Officer Sutton contacted his direct supervisor Sergeant Lance Rickaway regarding the matter; that Officer Sutton asked Sergeant Rickaway if he and Officer Brohmer were working in violation of the agreement; that Sergeant Rickaway asked to know the reason for Officer Sutton's concern and that Officer Sutton then revealed the contents of his conversation with Officer Pretasky to Sergeant Rickaway "in confidence".

15. That thereafter Chief Lichtie ordered Officer Sutton to appear in his office; that Chief Lichtie asked Officer Sutton about the details of his conversation with Officer Pretasky in the locker room on May 18th; that Officer Sutton told Chief Lichtie what had transpired on said date; that Chief Lichtie ordered Officer Sutton to submit to a deposition with Sergeant Rickaway concerning the conversation he had with Officer Pretasky; that during the course of their conversation Chief Lichtie reminded Officer Sutton that he was on probation and that Chief Lichtie stated if Officer Sutton failed to cooperate on the matter he could be subject to dismissal.

16. That on or about May 22, 1979 Officer Pretasky was summoned to Chief Lichtie's office for an administrative hearing; that on or about May 23, 1979 Officer Pretasky reported to Chief Lichtie's office and was ordered to disclose the content of the conversation between him and Officer Sutton on May 18th and that Officer Pretasky related the contents of his conversation with Officer Sutton to Chief Lichtie.

17. That on or about May 24, 1979 Chief Lichtie suspended Officer Pretasky for five days without pay based solely on his conversation with Officer Sutton on May 18, 1979; that during said conversation Chief Lichtie felt Officer Pretasky attempted to "intimidate" Officer Sutton; that as a result of said conversation Chief Lichtie felt Officer Pretasky "possibly" interfered with the gambling investigation and that, however, at no time material herein was the aforementioned gambling investigation interfered with in any way by the conversation between Officer Pretasky and Officer Sutton.

18. That on or about June 5, 1979 Chief Lichtie filed charges pursuant to 62.13 Wisconsin Statutes with the City of La Crosse Police and Fire Commission against Officer Pretasky exclusively for his conversation with Officer Sutton on May 18, 1979; that Chief Lichtie held in abeyance implementation of the five day suspension pending a final determination on the charges; that on June 25, 1979 the PFC held a hearing in the City Hall, La Crosse, Wisconsin on the charges preferred by Chief Lichtie against Officer Pretasky and that immediately following the hearing the PFC in a written decision sustained the basic charge of Chief Lichtie concerning Officer Pretasky's conversation with Officer Sutton on May 18, 1979 and authorized Officer Pretasky's suspension "for a period of five days to be carried out at the discretion of the second shift commanding officer on or before July 27, 1979."

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Upon the basis of the above and foregoing Findings of Fact, the Examiner makes the following

CONCLUSIONS OF LAW

1. That La Crosse Police and Fire Commission is a municipal employer within the meaning of Section 111.70(1)(a) of MERA and, therefore, subject to the jurisdiction of the Wisconsin Employment Relations Commission to determine whether the PFC committed prohibited practices within the meaning of MERA.

2. That City of La Crosse does have standing to bring charges of Section 111.70(3)(b) 1 violations against La Crosse Nonsupervisory Policeman's Association and Officer Thomas Pretasky.

3. That since Chief Ray G. Lichtie's five day suspension of Officer Thomas Pretasky did not interfere with the exercise of his rights guaranteed in Section 111.70(2), the City of La Crosse, the La Crosse Police and Fire Commission and Chief Lichtie did not commit prohibited practices within the meaning of Sections 111.70(3)(a) 1, 2 and 3 of MERA.

4. That since Chief Ray G. Lichtie's interrogation of Officer Thomas Pretasky concerning his conversation with Officer Donald Sutton on May 18, 1979 did not interfere with the exercise of his rights guaranteed in Section 111.70(2), the City of La Crosse, the La Crosse Police and Fire Commission and Chief Lichtie did not commit prohibited practices within the meaning of Sections 111.70(3)(a) 1, 2 and 3 of MERA.

5. That since Chief Ray G. Lichtie's interrogation of Officer Donald Sutton regarding his conversation with Officer Thomas Pretasky on May 18, 1979 did not interfere with the exercise of his rights guaranteed in Section 111.70(2), the City of La Crosse, the La Crosse Police and Fire Commission and Chief Lichtie did not commit prohibited practices within the meaning of Sections 111.70(3)(a) 1, 2 and 3 of MERA.

6. That based on his conversation with Officer Donald Sutton on May 18, 1979 Officer Thomas Pretasky did interfere with Officer Sutton's exercise of his rights guaranteed in Section 111.70(2) and therefore did violate Section 111.70(3)(b) 1 of MERA.

7. That based on his conversation with Officer Donald Sutton on May 18, 1979 Officer Thomas Pretasky did not commit a prohibited practice within the meaning of Section 111.70(3)(b) 4 of MERA.

8. That the La Crosse Nonsupervisory Policeman's Association did not commit any prohibited practices within the meaning of Section 111.70(3)(b) 1 or 4 of MERA as a result of the conversation between Officer Thomas Pretasky and Officer Donald Sutton on May 18, 1979.

Upon the basis of the above and foregoing Findings of Fact and Conclusions of Law, the Examiner makes and issues the following

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ORDER

IT IS ORDERED that Officer Thomas Pretasky shall immediately:

1. Cease and desist from threatening any employe or in any other manner interfering with, restraining or coercing employes in the exercise of their rights as guaranteed in Section 111.70(2) of MERA.
2. Take the following affirmative action that the Examiner finds will effectuate the policies of MERA:
 - a) Notify all employes in the bargaining unit represented by the Association by posting in conspicuous places on the Police Department premises where notices to employes are usually posted, copies of the notice attached hereto and marked Appendix "A" (Such copies shall bear the signature of Officer Thomas Pretasky and shall remain posted for thirty (30) days after initial posting.) Reasonable steps shall be taken to insure that said notices are not altered, defaced or covered by other materials.
 - b) Notify the Wisconsin Employment Relations Commission in writing, within twenty (20) days of the date of service of this Order, as to what steps he has taken to comply herewith.

IT IS ALSO ORDERED that all remaining portions of the aforementioned two complaints shall be, and hereby are, dismissed.

Dated at Madison, Wisconsin this 9th day of July, 1981.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By

Dennis P. McGilligan

Dennis P. McGilligan, Examiner

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APPENDIX A

NOTICE TO ALL EMPLOYES REPRESENTED BY
THE LA CROSSE NONSUPERVISORY POLICEMAN'S ASSOCIATION

Pursuant to an Order of the Wisconsin Employment Relations Commission, and in order to effectuate the policies of the Municipal Employment Relations Act, I hereby notify the above employees that:

1. I WILL NOT threaten Officer Donald Sutton, or any other police officer, with a lack of fair union representation.
2. I WILL NOT in any other or related matter interfere with the rights of fellow employees, pursuant to the provisions of the Municipal Employment Relations Act.

Dated this ____ day of _____, 1981.

By _____
Officer Thomas Pretasky
La Crosse Police Department

THIS NOTICE MUST BE POSTED FOR THIRTY (30) DAYS FROM THE DATE HEREOF AND MUST NOT BE ALTERED, DEFACED OR COVERED BY ANY MATERIAL.

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MEMORANDUM ACCOMPANYING FINDINGS OF FACT,
CONCLUSIONS OF LAW, AND ORDER

The complaints herein involve three major allegations:
(1) that the Municipal Employer acted unlawfully when it suspended Officer Thomas Pretasky for five days without pay on May 24, 1979;
(2) that the Municipal Employer acted unlawfully when it interrogated Officer Thomas Pretasky and Officer Donald Sutton about their conversation on May 18, 1979 and (3) that the Association and Officer Thomas Pretasky acted unlawfully when Officer Pretasky attempted to intimidate Officer Sutton during their aforesaid conversation.

With respect to the first allegation, the City initially raises an issue as to whether the La Crosse Police and Fire Commission is a municipal employer within the meaning of Section 111.70(1)(a) of MERA.

Section 111.70(1)(a) defines municipal employer as:

"... 'municipal employer' means any city, county, village, town, metropolitan sewage district, school district, or any other political subdivision of the state which engages the services of an employee and includes any person acting on behalf of a municipal employer within the scope of his authority, express or implied." 111.70(1)(a) Wis. Stats. (Emphasis added)

Police and Fire Commissions are created pursuant to sec. 62.13(1), Stats. Moreover, Section 62.13(4) provides that the Police and Fire Commission hires police officers in conjunction with the Police Chief and according to the process laid out therein. The Commission has already found that a police chief is a municipal employer within the meaning of MERA. 1/

Sec. 62.13, Stats. also delegates to the five citizen members of the Police and Fire Commission disciplinary authority including the power to suspend and terminate employees, and to reduce an employee in rank. 2/ In the instant case the La Crosse Police and Fire Commission upheld Chief Lichtie's suspension of Officer Pretasky. This action by the PFC followed a hearing it held on the Chief's "charges."

In view of the above, and Commission decisions extending the definition of municipal employer to entities and persons acting on behalf of municipal employers, 3/ the Examiner concludes that the La Crosse Police and Fire Commission is a municipal employer as that phrase is defined by Section 111.70(1)(a) of MERA.

1/ City of Milwaukee (14873-B, 14875-B, 14899-B) 8/80.

2/ Sec. 62.13(5), Stats.

3/ City of Milwaukee Supra (Police Chief); Chippewa County (17328-B) 5/80 (Sheriff); Milwaukee County (12534-C) 3/75 (supervisory employees); Dane County Housing Authority (17130) 7/79 (Housing Authority).

To sustain their burden of proof with respect to the alleged interference, the Association and Officer Thomas Pretasky must demonstrate by a clear and satisfactory preponderance of the evidence that Chief Lichtie's five day suspension of Officer Pretasky tended to interfere with, restrain, or coerce him in the exercise of rights guaranteed by Section 111.70(2) of MERA. 4/

The record indicates that Officer Pretasky was disciplined solely and exclusively for his conversation with Officer Sutton on May 18, 1979. The Association and Officer Pretasky claim that said conversation was protected because Officer Pretasky was only inquiring about possible contract violations and informing Officer Sutton about potential sanctions by the local union regarding same. The aforementioned parties also claim that Officer Pretasky did not raise his voice or physically threaten Officer Sutton on the date in question.

However, the record indicates contrary to the above assertions that, following an initial question about the special assignment, Officer Pretasky told Officer Sutton that a lot of guys were "irate" with him because of the situation. Officer Pretasky next informed Officer Sutton that he might not be accepted into the Association because of same. In this context Officer Pretasky informed Officer Sutton that if he ever got into a jam the Association might not back him up in any way. As a result of this conversation Officer Sutton was "upset" and felt a great deal of "concern" over the possible contract violation and aforesaid conversation. Consequently, Officer Sutton at the first opportunity went to his immediate supervisor to inquire about the matter.

The Association, as the exclusive collective bargaining representative of certain non-supervisory police personnel in the employ of the City of La Crosse including Officer Sutton, has a duty to fairly represent all employees in the bargaining unit while bargaining and processing grievances on their behalf. 5/ Officer Pretasky in effect threatened Officer Sutton with the loss of this protection during the course of their conversation. This conduct does not constitute protected activity within the meaning of Section 111.70(2) of MERA. Therefore, since Officer Pretasky was not engaging in protected activity the Examiner finds that the Municipal Employer did not violate Section 111.70(3)(a) 1, 2 or 3 of MERA when it suspended Officer Pretasky for said conduct.

Turning now to the second major allegation, the Association and Officer Pretasky argue that the Municipal Employer acted unlawfully by interrogating Officer Sutton and Officer Pretasky about their aforesaid conversation.

In the instant case upon learning of Officer Sutton's inquiries about the legality of his special assignment, Chief Lichtie summoned Officer Sutton into his office and questioned him regarding same. Chief Lichtie then ordered Officer Sutton to submit to a deposition on the matter. Chief Lichtie next called Officer Pretasky to his office and questioned him about the aforesaid conversation. Chief Lichtie questioned Officer Pretasky because he felt Officer Pretasky's conduct could interfere with the gambling investigation. Chief Lichtie also thought that Officer Pretasky was attempting to intimidate Officer Sutton.

4/ Drummond Jt. School District No. 1, (15909-A), 3/78; Lisbon-Pewaukee Jt. School District No. 2, (14691-A) 6/76; Ashwaubenon School District, (14774-A), 10/77.

5/ Racine Unified School District, (16341-E), 10/78.

The Association and Officer Pretasky claim that Chief Lichtie did not have the right to interrogate Officer Pretasky about his conversation with Officer Sutton because he was engaged in protected activity. However, as noted above Officer Pretasky was not engaged in protected activity within the meaning of Section 111.70(2) of MERA when he threatened Officer Sutton with a lack of union representation if he (Sutton) continued working the special assignment. Nor was Officer Pretasky in any way representing the Association and/or acting with their knowledge. Consequently, the cases cited by the Association and Officer Pretasky in support of their position i.e. WERC v. Evansville, 69 Wis. 2d 140 (1975); Juneau County (Pleasant Acres Infirmary) (12593-B) 1/77 et al are not applicable to the instant dispute.

The above parties did not make any specific arguments with respect to Chief Lichtie's interrogation of Officer Sutton. However, the Examiner notes that the Commission has recognized that an employer has a right to conduct an investigatory meeting with employees concerning matters that reasonably may result in discipline or discharge. 6/

In view of all of the foregoing, the Examiner finds that the Municipal Employer did not violate Section 111.70(3)(a)1, 2 or 3 of MERA by interrogating Officer Pretasky and Officer Sutton about their aforesaid conversation.

The last major allegation is that the Association and Officer Pretasky acted unlawfully when Officer Pretasky attempted to intimidate Officer Sutton during their aforesaid conversation.

In this regard the Association and Officer Pretasky claim that the City of La Crosse lacks standing to bring a charge of a Section 111.70(3)(b) 1 violation. Said parties cite two cases--Chauffeurs Teamsters and Helpers v. WERC, 51 Wis. 2d 391 (1970) and Milwaukee Cheese Company, (5792) 8/61--in support of their position.

However, the two cases cited by the above parties are inapposite to the instant dispute. Broadly stated the two cases establish the rule that where a union brings a claim with respect to a labor controversy on behalf of some employees that it either represent said employees or claim to represent them in order to be a "party in interest". In the present case the City of La Crosse has brought an action in its capacity as the Municipal Employer. The City claims it has the responsibility to bring the charge in order to properly manage the workforce; to insure employee morale and to protect the special assignment. The City points out that it may be the only party with the resources and "security" to bring such a charge. The Commission has found that a municipal employer is a proper party to allege a violation of Section 111.70(3)(b) of MERA. 7/ Based on the above and the

6/ AFSCME, Local 2490 and AFSCME, Local 2494 vs. Waukesha County (14662-A) 1/68; Tom H. Rhodes, Jr. vs. City of Milwaukee (Police Department) (14394-A) 9/77; Village of Menomonee Falls (15650) 2/79.

7/ Milwaukee County (12534-C) 3/75; Racine Unified School District No. 1 (14308-D, 14389-D, 14390-D) and (14308-G, 14389-G, 14390-G) 6/77, 7/77; Affirmed Sub Nom. Racine Education Association vs. WERC et. al., Dane County Circuit Court (Case No. 158-408) 5/78.

broad language of sec. 111.07(2)(a), Stats. 8/ the Examiner concludes that the City of La Crosse is a "party in interest" in the instant dispute.

Section 111.70(3)(b) 1 of MERA provides that it is a prohibited practice for a municipal employe to coerce or intimidate a municipal employe in the enjoyment of his legal rights including those guaranteed under Section 111.70(2) of MERA. To prevail on a charge of a violation of Section 111.70 (3)(b) 1, a complainant must demonstrate, by a "clear and satisfactory preponderance of the evidence," that the likely effect of respondent's conduct is to coerce or intimidate a municipal employe, in the exercise of statutory rights. 9/

As noted previously implicit in Officer Pretasky's remarks was the threat that if Officer Sutton continued to work in his special assignment the Association would fail to represent him in the future. Specifically, Officer Pretasky told Officer Sutton that the Association would not back him in any way - financial or otherwise - if he got into any problems. Based on the foregoing, the Examiner concludes that Officer Pretasky's comments were likely to coerce or intimidate Officer Sutton in the exercise of his statutory rights.

A question remains whether Officer Pretasky violated Section 111.70(3)(b) 4 of MERA by his conduct herein. Under Section 111.70(3)(b) 4, it is a prohibited practice for a municipal employe:

To violate any collective bargaining agreement previously agreed upon by the parties with respect to wages, hours and conditions of employment affecting municipal employes, including an agreement to arbitrate questions arising as to the meaning or application of the terms of a collective bargaining agreement or to accept the terms of such arbitration award, where previously the parties have agreed to accept such awards as final and binding upon them.
(Emphasis Added)

The record indicates that Officer Pretasky was never informed as to the nature and/or substance of Officer Sutton's special assignment. The record also indicates that Officer Pretasky asked Officer Sutton about same and attempted to find out if this was a violation of the contract. These are steps which are preliminary in nature to filing a grievance and which, in the opinion of the Examiner, Officer Pretasky could have done in a legal way. In addition, the contract contains no requirement that a party must file a grievance. Consequently, in view of the above, the Examiner rejects this claim of the City.

With respect to the issue of whether the Association acted properly in the instant cases, the record is clear that the aforementioned conversation took place without any direction and/or knowledge of an officer of the Association. The record is also clear that Officer Pretasky did not represent the Association in any capa-

8/ Sec. 111.07(2)(a), Stats.

Upon the filing with the Commission by any party in interest of a complaint in writing, on a form provided by the commission, charging any person with having engaged in any specific unfair labor practice, it shall mail a copy of such complaint to all other parties in interest. Any other person claiming interest in the dispute or controversy, as an employer, an employe, or their representative, shall be made a party upon application. (Emphasis Added).

9/ Local 1793 of International Association of Fire Fighters (13603-A)
9/76.

city when he talked to Officer Sutton. The record is further clear that the Association and/or its representatives did not contact Officer Sutton regarding the dispute at any time material herein. Therefore, in view of the above, the Examiner has dismissed all allegations against the Association.

For the foregoing reasons the Examiner has found that Officer Thomas Pretasky's conversation with Officer Sutton on May 18, 1979 violated Section 111.70(3)(b) 1 of MERA. Based on same the Examiner has ordered appropriate remedial action. Also for the foregoing reasons the Examiner has dismissed all other allegations made in the two complaints filed herein.

Dated at Madison, Wisconsin this 9th day of July, 1981.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By

Dennis P. McGilligan
Dennis P. McGilligan, Examiner